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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 WESTERN DIVISION  
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12 CALTEX PLASTICS, INC,  
13 Plaintiff,  
14 v.  
15 3M COMPANY,  
16 Defendants.

CASE NO. 2:11-cv-07400-RSWL-JEM  
Hon. Ronald S. W. Lew  
**[PROPOSED] PROTECTIVE  
ORDER**

17  
18 Having reviewed the Stipulation for Protective Order agreed to by Plaintiff  
19 Caltex Plastics, Inc. (“Caltex”) and Defendant 3M Company (“3M”) through their  
20 respective counsel, and good cause appearing therefor, the Court hereby adopts and  
21 enters the Protective Order (herein, “Protective Order” or “Order”), it is hereby  
22 ORDERED as follows:

23 **I. Definitions**

24 1. As used in the Protective Order, these terms have the following  
25 meanings:

26 a. “Documents” are materials within the scope of Fed. R. Civ. P.  
27 34.

1           b.     “Written Assurance” means an executed document in the form  
2 attached as Exhibit A.

3           c.     “Technical Adviser” shall mean an independent, outside expert  
4 witness or consultant with whom counsel deems it necessary to consult and who  
5 complies with Paragraph 14.

6           d.     “CONFIDENTIAL” information or material shall mean all  
7 information or material, regardless of form, produced for or disclosed to a  
8 receiving party that the producing party, including any party to this action and any  
9 non-party producing information or material voluntarily or pursuant to a subpoena  
10 or a court order, designates in good faith as confidential because it contains  
11 confidential research, development or commercial information as those terms are  
12 used in Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure.

13          e.     “ATTORNEYS’ EYES ONLY” information or material shall  
14 mean and is limited to CONFIDENTIAL information or materials that constitute:  
15 (i) information, documents, or things pertaining to product designs that have not  
16 been introduced to the market, commercialized, or otherwise disclosed to the  
17 public; (ii) information or documents pertaining to the materials, methods, or  
18 processes that are or could be used by a producing party to manufacture its  
19 products; (iii) information that consists of or documents that contain highly  
20 sensitive financial, sales, and marketing information and/or strategic business  
21 planning; (iv) material that constitutes or contain a trade secret; or (v) unpublished  
22 patent applications or documents related thereto.

23          f.     “PROTECTED INFORMATION” means information or  
24 material that has been designated “CONFIDENTIAL” or “ATTORNEYS’ EYES  
25 ONLY”.

26          g.     The definitions of CONFIDENTIAL, ATTORNEYS’ EYES  
27 ONLY and PROTECTED INFORMATION do not include:

(i) Publicly available materials, such as: published advertising materials, United States Department of Defense and/or Department of Navy documents regarding materials on the Qualified Product List that is available to the public at large, issued patents, published patent applications, prosecution histories and other documents available from the U.S. Patent and Trademark Office, and publications, press releases, newspaper and magazine articles, information released to the public, pleadings and other litigation-related documents filed on the public record, and information publicly filed with governmental agencies;

(ii) Any information that is or, after its disclosure to a receiving party, becomes part of the public domain as a result of publication not involving a violation of this Order;

(iii) Any information that the receiving party can show was already known to it prior to the disclosure with no obligation of confidentiality;

(iv) Any information that the receiving party can show by written records was received by it after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the producing party; and

(v) Any information that the receiving party can show was independently developed by it after the time of disclosure by personnel who did not have access to the producing party's PROTECTED INFORMATION.

## **II. Designation of Information**

2. a. Any PROTECTED INFORMATION that a party wishes to designate under this Protective Order shall be marked "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" prior to or at the time copies are furnished to the receiving party. Equivalent markings that provide additional information such as the providing party name, case number, and protective order information may also be used, *e.g.*, "(3M or Caltex) CONFIDENTIAL INFORMATION," "(3M or

1 Caltex) ATTORNEYS' EYES ONLY," or the like. Any document or thing  
2 created by a receiving party (*e.g.*, any interrogatory answer, pleading or exhibit)  
3 that contains information that has been designated pursuant to this Order shall bear  
4 on its face the appropriate legend, *i.e.*, "CONFIDENTIAL", "ATTORNEYS'  
5 EYES ONLY" or an equivalent marking.

6 b. While the parties agree that marking of an entire multi-page  
7 document with the legends CONFIDENTIAL or ATTORNEYS' EYES ONLY is  
8 permitted if any page of that document contains CONFIDENTIAL or  
9 ATTORNEYS' EYES ONLY information, the parties also agree that they will  
10 respond to reasonable requests from opposing counsel to identify those portions of  
11 the documents that do not contain CONFIDENTIAL or ATTORNEYS' EYES  
12 ONLY.

13 3. All PROTECTED INFORMATION not reduced to documentary,  
14 tangible or physical form or which cannot be conveniently designated as set forth  
15 in Paragraphs 1-2 shall be designated by the producing party by informing the  
16 receiving party of the designation in writing.

17 4. If, during the course of discovery in this action, a party hereto, or its  
18 representatives, is authorized to inspect the other party's facilities or manufacturing  
19 processes, any documents or things produced at the time of the inspection shall be  
20 deemed ATTORNEYS' EYES ONLY and shall be treated as such. Following the  
21 inspection, the producing party will promptly review any documents or things to be  
22 produced and mark appropriate documents as CONFIDENTIAL or ATTORNEYS'  
23 EYES ONLY according to Paragraphs 1 and 2 provided herein, and then provide  
24 copies of the designated documents to the inspecting party.

25 5. It is contemplated that a party may make available certain of its files  
26 for inspection by the other party, which files may contain PROTECTED  
27 INFORMATION as well as non-protected material, and that following such  
28 inspection the inspecting party will designate documents to be copied and the

1 copies furnished or produced to it. In order to protect any PROTECTED  
2 INFORMATION contained in the files produced for inspection, all documents  
3 made available for such inspection shall be assumed to be ATTORNEYS' EYES  
4 ONLY and shall be treated as such at the time of inspection. When the inspecting  
5 party designates the documents it wishes copied, the producing party will mark  
6 appropriate documents as CONFIDENTIAL or ATTORNEYS' EYES ONLY  
7 according to Paragraphs 1 and 2 provided herein, and then provide copies of the  
8 designated documents to the inspecting party.

9 6. Whenever a deposition involves a disclosure of PROTECTED  
10 INFORMATION the following procedure shall be implemented:

11 a. At the request of the party whose PROTECTED  
12 INFORMATION is disclosed, the reporter shall mark those pages of the transcript  
13 containing PROTECTED INFORMATION as either CONFIDENTIAL or  
14 ATTORNEYS' EYES ONLY according to Paragraphs 1 and 2 provided herein.  
15 Such request shall be made on the record whenever possible, but any party may  
16 designate portions of the transcript of depositions as PROTECTED  
17 INFORMATION after transcription as in the case of any other document or  
18 tangible thing, provided that written notice of such designation is promptly given  
19 to the other party. Following such notice, the parties shall confer, if necessary, as  
20 to the most convenient way to segregate the designated portions of this transcript.  
21 The parties shall not disseminate a deposition transcript or the contents thereof  
22 beyond the persons designated in Paragraph 9 hereof for a period of two (2) weeks  
23 after receipt in order to give adequate time for such notice, except that portions of  
24 transcripts may be filed under seal with the court and used in accordance with  
25 Paragraph 7 in connection with these proceedings at any time.

26 b. The cover of any deposition transcript that contains  
27 PROTECTED INFORMATION shall be prominently marked with the applicable  
28 legend or legends referred to in Paragraph 2. The dissemination of all portions of

1 deposition transcripts designated as PROTECTED INFORMATION shall be  
2 limited to the persons identified in Paragraphs 9 and 10 hereof.

3 7. If any PROTECTED INFORMATION is included with or the content  
4 thereof is in any way to be disclosed in any pleading, motion, deposition transcript,  
5 or other paper filed with the court, such documents and related materials shall be  
6 filed under seal in accordance with Local Rule 79-5, using the procedures set forth  
7 in Sections V(A) and V(C)(D) of the United States District Court for the Central  
8 District of California General Order No. 08-02, and any such filing under seal shall  
9 contain a prominent notation substantially in the following format:

10 **PROTECTED INFORMATION**  
11 **SUBJECT TO PROTECTIVE ORDER ENTERED ON \_\_\_\_\_, 2012**

12 **THIS ENVELOPE IS NOT TO BE OPENED NOR THE**  
13 **CONTENTS THEREOF DISPLAYED, COPIED OR REVEALED,**  
**EXCEPT BY COURT ORDER OR BY AGREEMENT OF THE PARTIES**

14 If the Court denies a timely and proper application by the party seeking to  
15 file a producing party's PROTECTED INFORMATION under seal, that party may  
16 then file such PROTECTED INFORMATION not under seal.

17 8. CONFIDENTIAL information as defined in Paragraph 1d shall only  
18 be disclosed if and to the extent reasonably necessary for purposes of this litigation  
19 and, except as provided in Paragraph 10, shall only be disclosed to:

20 a. Outside litigation counsel of record and supporting personnel  
21 employed in the law firm(s) of outside litigation counsel of record, such as  
22 attorneys, paralegals, legal translators, legal secretaries, legal clerks and shorthand  
23 reporters;

24 b. Technical Advisers and their necessary support personnel,  
25 subject to the provisions of Paragraph 15 herein, provided such Technical Advisers  
26 have signed the Written Assurance attached hereto as Exhibit A;

27 c. The following in-house counsel that are or may be involved in  
28 this litigation, and any paralegals and legal support personnel in a party's legal

1 department reasonably necessary to assist them in this litigation, subject to the  
2 provisions of Paragraph 15 herein, provided such in-house counsel have signed the  
3 Written Assurance attached hereto as Exhibit A;

4 1. For 3M: Amy Sanders, Jonathon Lande, Mary Yeager,  
5 Jason Walbourn and Robert Moshrefzadeh;

6 2. For Caltex: no such persons;

7 d. The following officers and/or employees that are or may be  
8 involved in this litigation, provided such officers and/or employees have signed the  
9 Written Assurance attached hereto as Exhibit A:

10 1. For 3M: Brent Beamer, Matt Bosway, Voyl Divljakovic,  
11 Ashley Kees, Karen Jin, Dave Halliday and Marge Vance;

12 2. For Caltex: Rafael Rosenfeld, Jim Higgs and Fred  
13 Movey;

14 3. Each party may seek to designate additional officers  
15 and/or employees by providing the title and job description of any additional  
16 person(s) to the other party. The other party will promptly review any such request  
17 for additional designation, but it is expressly agreed that the other party does not  
18 have to agree to additional designation. In the event of a disagreement regarding  
19 additional designation, the dispute can be presented to the Court for resolution;

20 e. The Court, its personnel and stenographic reporters, and any  
21 jurors sworn in this matter (under seal or with other suitable precautions  
22 determined by the Court);

23 f. Independent legal translators retained to translate in connection  
24 with this action; independent stenographic reporters and videographers retained to  
25 record and transcribe testimony in connection with this action;

26 g. Graphics, translation, or design services retained by counsel for  
27 purposes of preparing demonstrative or other exhibits for deposition, trial, or other  
28 court proceedings in the actions; non-technical jury or trial consulting services



1 including mock jurors who have been informed of the requirement to maintain  
2 these documents as CONFIDENTIAL and have agreed to do so;

3 h. Litigation support vendors, such as document reproduction  
4 services, computer imaging services, demonstrative exhibits services, commercial  
5 copy vendors, contract document reviewers, and computer forensic vendors, who  
6 have been retained by counsel for purposes of this action and have been informed  
7 of the requirement to maintain these documents as CONFIDENTIAL and have  
8 agreed to do so;

9 i. To persons who are mentioned in the document and who have  
10 been informed of the requirement to maintain these documents as  
11 CONFIDENTIAL and have agreed to do so by signing the Written Assurance  
12 attached hereto as Exhibit A; and

13 j. To persons who appear on the face of the document to have  
14 authored it and/or previously received it.

15 9. With respect to category 8c above, Caltex and 3M agree that the  
16 number of in-house counsel listed in paragraph 8c will not exceed six for each side,  
17 and Caltex and 3M agree that they will not request the Court at a later date to  
18 expand that number beyond six. Caltex and 3M, however, preserve the right to  
19 request the Court to substitute the currently listed in-house counsel with other in-  
20 house counsel if employment circumstances change, such as an in-house counsel  
21 leaving the company or a division, a leave of absence, or a material change of job  
22 responsibility.

23 10. ATTORNEYS' EYES ONLY information as defined in Paragraph 1e  
24 shall only be disclosed, if and to the extent reasonably necessary for purposes of  
25 this litigation, to those people disclosed in Paragraph 8a, 8b, 8c, 8e, 8f, 8g, 8h and  
26 8j.



1 **III. Use of PROTECTED INFORMATION**

2 11. All PROTECTED INFORMATION shall be held in confidence by  
3 each person to whom it is disclosed, shall be used only for purposes of this  
4 litigation, shall not be used for any business purpose, and shall not be disclosed to  
5 any person who is not entitled to receive such information as herein provided. All  
6 produced PROTECTED INFORMATION shall be carefully maintained so as to  
7 preclude access by persons who are not entitled to receive such information.

8 12. Except as may be otherwise ordered by the Court, any witness having  
9 access to PROTECTED INFORMATION under the terms of this Order or by  
10 virtue of his or her employment or other relationship with a producing party or  
11 who otherwise legally has access to PROTECTED INFORMATION may be  
12 examined as a witness at deposition and trial and may testify concerning all such  
13 PROTECTED INFORMATION.

14 13. PROTECTED INFORMATION shall not be copied or otherwise  
15 produced by a receiving party, except for transmission to qualified recipients as  
16 specified in this Protective Order, without the written permission of the producing  
17 party, or, in the alternative, by further order of the Court. Nothing herein shall,  
18 however, restrict a qualified recipient (1) from making working copies, abstracts,  
19 digests and analyses of CONFIDENTIAL or ATTORNEYS' EYES ONLY  
20 information for use in connection with this litigation and such working copies,  
21 abstracts, digests and analyses shall be deemed PROTECTED INFORMATION or  
22 (2) from converting or translating CONFIDENTIAL or ATTORNEYS' EYES  
23 ONLY material into machine readable form for incorporation into a data retrieval  
24 system used in connection with this action, provided that access to that  
25 PROTECTED INFORMATION, in whatever form stored or reproduced, shall be  
26 limited to qualified recipients.

**IV. Disclosure to Technical Advisors, In-House Counsel, and Employees**

14. No disclosure of PROTECTED INFORMATION to a Technical Adviser, or in-house counsel or employees for 3M and Caltex or their necessary support personnel shall occur until that Technical Advisor, in-house counsel, or employee has signed the Written Assurance attached hereto as Exhibit A.

**V. Challenges to Confidentiality Designations**

15. The parties shall use reasonable care when designating documents or information under this Order. Nothing in this Order shall prevent a receiving party from contending that any documents or information have been improperly designated. A receiving party may at any time request that the producing party cancel or modify the designation with respect to any document or information contained therein.

16. A party shall not be obligated to challenge the propriety of a designation of any category of PROTECTED INFORMATION at the time of production, and a failure to do so shall not preclude a subsequent challenge thereto. Such a challenge shall be written, shall be served on counsel for the producing party, and shall particularly identify the documents or information that the receiving party contends should be differently designated. The parties shall use their best efforts to resolve promptly and informally such disputes.

17. If an agreement cannot be reached, the receiving party may move the Court for an order cancelling or modifying the designation or permitting broader disclosure other than that specified herein. The burden of demonstrating the confidential nature of any information shall at all times be and remain on the designating party.

18. Until a determination by the Court, the information at issue shall be treated as having been properly designated and subject to the terms of this Order.

1 **VI. Nonparty Use of This Protective Order**

2 19. A nonparty producing information or material voluntarily or pursuant  
3 to a subpoena or a court order may designate such material or information as  
4 CONFIDENTIAL or ATTORNEYS' EYES ONLY pursuant to the terms of this  
5 Protective Order. Any party seeking to challenge the designation of non-party  
6 information as CONFIDENTIAL or ATTORNEYS' EYES ONLY or who is  
7 seeking to use such information in proceedings where it may become a part of the  
8 public record, shall follow the procedures provided for in paragraphs 7 and 17  
9 above and provide notice to the non-party in sufficient time to allow the non-party  
10 to appear and seek continued protection of its information as designated.

11 20. A nonparty's use of this Protective Order to protect its PROTECTED  
12 INFORMATION does not entitle that nonparty access to the PROTECTED  
13 INFORMATION produced by any party in this case.

14 **VII. Inadvertent Waiver**

15 21. Inadvertent or unintentional production of documents or things  
16 containing PROTECTED INFORMATION, but which are not properly designated  
17 as such at the time of production, shall not be deemed a waiver in whole or in part  
18 of a claim for confidential treatment. The producing party shall immediately notify  
19 the receiving party promptly after discovery of the error in writing and the  
20 receiving party shall thereafter treat the information as PROTECTED  
21 INFORMATION under this Order. The producing party will also provide  
22 replacement pages bearing the appropriate confidentiality legend or legends upon  
23 discovery of the error. To the extent such information may have been disclosed to  
24 persons other than authorized persons described in this document, counsel for the  
25 party responsible for the disclosure shall immediately notify opposing counsel of  
26 all of the pertinent facts, and make every effort to further prevent unauthorized  
27 disclosure including, retrieving all copies of the PROTECTED INFORMATION  
28 from the recipient(s) thereof, and using its best efforts to secure the agreement of

1 the recipient(s) not to further disseminate the PROTECTED INFORMATION in  
2 any form. Compliance with the foregoing shall not prevent the producing party  
3 from seeking further relief from the Court.

4 22. Nothing in this Protective Order shall require production of  
5 information that a party contends is protected from disclosure by the attorney-  
6 client privilege, the work product doctrine or other privilege, doctrine, right, or  
7 immunity. If information subject to a claim of attorney-client privilege, work  
8 product doctrine, or other privilege, doctrine, right, or immunity is nevertheless  
9 inadvertently or unintentionally produced, such production shall in no way  
10 prejudice or otherwise constitute a waiver or estoppel as to any such privilege,  
11 doctrine, right or immunity. Any party that inadvertently or unintentionally  
12 produces materials protected by the attorney-client privilege, work product  
13 doctrine, or other privilege, doctrine, right, or immunity may obtain the return of  
14 those materials by notifying the recipient(s) promptly after the discovery of the  
15 inadvertent or unintentional production and requesting that the item(s) of  
16 information be returned, and no party to this action shall thereafter assert that such  
17 disclosure waived any privilege or immunity. It is further agreed that the receiving  
18 party will return such inadvertently produced item(s) of information and all copies  
19 thereof within ten (10) days of (a) discovery by the receiving party of its  
20 inadvertent production, or (b) receiving a written request for the return of such  
21 item(s) of information, whichever scenario occurs earlier. In the recipient(s)  
22 gathering and return of all copies of the privileged or immune material to the  
23 producing party, the recipient(s) shall be exempt from returning any pages  
24 containing privileged markings by the recipient and those pages shall instead be  
25 destroyed and certified as such by the recipient to the producing party. The party  
26 having returned such inadvertently produced item(s) of information may thereafter,  
27 without asserting waiver because of inadvertent production, seek production of any  
28 such documents in accordance with the Federal Rules of Civil Procedure. The

1 producing party will further include the inadvertently produced document on its  
2 privilege log(s) for the inadvertently or unintentionally produced materials.  
3 Notwithstanding this provision, no person is required to delete information that  
4 may reside on the respective person's electronic back-up systems that are over-  
5 written in the normal course of business.

6 23. The parties shall adhere to the requirements of Federal Rule of Civil  
7 Procedure 26(b)(5)(B) and Federal Rule of Evidence 502 regarding the handling of  
8 inadvertently produced discovery material that is protected from disclosure under  
9 the attorney-client privilege, the work product doctrine, or other privilege,  
10 doctrine, right, or immunity. For avoidance of doubt, this Order incorporates the  
11 agreement of the parties that inadvertent production of material that would  
12 otherwise have been protected from disclosure under the attorney-client privilege,  
13 work product doctrine, or other privilege, doctrine, right or immunity shall not  
14 constitute a waiver of such protection, pursuant to Federal Rule of Evidence 502(d)  
15 and (e).

#### 16 **VIII. Miscellaneous Provisions**

17 24. Nothing contained in this Protective Order shall preclude or impede  
18 the ability of the parties' counsel to communicate with their respective clients and  
19 experts to provide advice and counseling with respect to this action, based upon  
20 counsel's review and analysis of PROTECTED INFORMATION, provided  
21 counsel does not disclose PROTECTED INFORMATION in a manner not  
22 specifically authorized under this Protective Order. Counsel may discuss with the  
23 individuals listed in paragraphs 8(d)(1) and 8(d)(2), provided they are actively  
24 involved in the prosecution, defense, or settlement of this action, the general nature  
25 of "ATTORNEYS' EYES ONLY" materials, without disclosing the specifics of  
26 those materials, but solely to the extent necessary to the effective representation of  
27 their respective clients, and only after such person has signed the Written  
28 Assurance in the form attached hereto as Exhibit A.

1           25. Any of the notice requirements herein may be waived, in whole or in  
2 part, but only in writing signed by outside counsel of record for the party against  
3 whom such waiver will be effective.

4           26. Within sixty (60) days after the entry of a final non-appealable  
5 judgment or order, or the complete settlement of all claims asserted against all  
6 parties in this action, each party shall, at the option of the receiving party, either  
7 return or destroy all physical objects and documents which embody PROTECTED  
8 INFORMATION it has received, and shall destroy in whatever form stored or  
9 reproduced, all physical objects and documents, including but not limited to,  
10 correspondence, memoranda, notes and other work product materials, which  
11 contain or refer to any category of PROTECTED INFORMATION, except that  
12 counsel for each party may retain one copy of each document and thing designated  
13 by the other party as PROTECTED INFORMATION and one copy of each  
14 document and thing containing information based on said information for record  
15 purposes only. All PROTECTED INFORMATION not embodied in physical  
16 objects and documents shall remain subject to this Order. Notwithstanding this  
17 provision, no person is required to delete information that may reside on the  
18 respective person's electronic back-up systems that are over-written in the normal  
19 course of business. Notwithstanding the foregoing, outside counsel shall be  
20 entitled to maintain copies of all correspondence, pleadings, motions and trial  
21 briefs (including all supporting and opposing papers and exhibits thereto), written  
22 discovery requests and responses (and exhibits thereto), deposition transcripts (and  
23 exhibits thereto), trial transcripts, and exhibits offered or introduced into evidence  
24 at any hearing or trial, and their attorney work product which refers or is related to  
25 any PROTECTED INFORMATION for archival purposes only. If a party opts to  
26 destroy PROTECTED INFORMATION, that party must provide a Certificate of  
27 Destruction to the producing party.

1           27. If, at any time, a party receives a subpoena or other such order to  
2 produce documents containing PROTECTED INFORMATION to any court,  
3 arbitral, administrative, or legislative body, the person to whom the subpoena or  
4 other request is directed shall immediately give written notice thereof to every  
5 party who has produced such documents and to its counsel and shall provide each  
6 such party with an opportunity to object to the production of such documents. If a  
7 producing party does not take steps to prevent disclosure of such documents within  
8 ten (10) business days of the date written notice is given, the party to whom the  
9 referenced subpoena is directed may produce such documents in response thereto.

10           28. Nothing in this Order shall restrict any party to this lawsuit or its  
11 attorneys from disclosing or using, in any manner and for any purpose, its own  
12 PROTECTED INFORMATION.

13           29. This Order is entered without prejudice to the right of any party to  
14 apply to the Court at any time for additional protection, or to relax or rescind the  
15 restrictions of this Order. Furthermore, without application to this Court, any party  
16 that is a beneficiary of the protections of this Order may enter a written agreement  
17 releasing any other party hereto from one or more requirements of this Order even  
18 if the conduct subject to the release would otherwise violate the terms herein.

19           30. Outside attorneys of record for the parties are hereby authorized to be  
20 the persons who may retrieve confidential exhibits and/or other confidential  
21 matters filed with the Court upon termination of this litigation without further  
22 order of this Court, and are the persons to whom such confidential exhibits or other  
23 confidential matters may be returned by the Clerk of the Court, if they are not so  
24 retrieved. No material or copies thereof so filed shall be released except by order  
25 of the Court, to outside counsel of record, or as otherwise provided for hereunder.

26           31. The United States District Court for the Central District of California  
27 is responsible for the interpretation and enforcement of this Protective Order.  
28 After termination of this litigation, the provisions of this Protective Order shall



1 continue to be binding except with respect to those documents and information that  
2 become a matter of public record. This Court retains and shall have continuing  
3 jurisdiction over the parties and recipients of the PROTECTED INFORMATION  
4 for enforcement of the provision of this Protective Order following termination of  
5 this litigation. All disputes concerning PROTECTED INFORMATION produced  
6 under the protection of this Protective Order shall be resolved by the United States  
7 District Court for the Central District of California.

8 **IT IS SO ORDERED.**

9  
10 This 18th day of September, 2012.

11  
12 /s/John E. McDermott  
13 Honorable John E. McDermott  
14 United States Magistrate Judge  
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**EXHIBIT A**  
**WRITTEN ASSURANCE**

\_\_\_\_\_ declares that:

I reside at \_\_\_\_\_ in the city of \_\_\_\_\_, county of \_\_\_\_\_, state of \_\_\_\_\_;

I am currently employed by \_\_\_\_\_ located at \_\_\_\_\_ and my current job title is \_\_\_\_\_.

I acknowledge having received the Protective Order dated \_\_\_\_\_, filed in Case No. 2:11-cv-07400-RSWL-JEM, pending in the United States District Court for the Central District of California. I have read the Protective Order and agree to comply with and be bound by the provisions of the Protective Order. I understand that any violation of the Protective Order may subject me to sanctions by the Court.

I shall not divulge any documents, or copies of documents, designated CONFIDENTIAL or ATTORNEYS' EYES ONLY obtained pursuant to such Protective Order, or the contents of such documents, to any person other than those specifically authorized by the Protective Order. I shall not copy or use such documents except for the purposes of this action and pursuant to the terms of the Protective Order.

As soon as practical, but no later than 30 days after final termination of this action, I shall return to the attorney from whom I have received them, any documents in my possession designated CONFIDENTIAL or ATTORNEYS' EYES ONLY, and all copies, excerpts, summaries, notes, digests, abstracts, and indices relating to such documents.

1 I submit myself to the jurisdiction of the United States District Court for the  
2 Central District of California for the purposes of enforcing or otherwise providing  
3 relief relating to the Protective Order.

4 I declare under penalty of perjury under the laws of the United States of  
5 America that the foregoing is true and correct.

6 Executed on \_\_\_\_\_, 2012.

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[Signature]

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